



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	12-20-11	AGENDA REQUEST NO:	IV-L
INITIATED BY:	MICHAEL WILKINSON <i>MW</i>	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	DAVID C. WORLEY, P.E., ASSISTANT PUBLIC WORKS DIRECTOR <i>plw</i>	DIRECTOR:	MIKE W. GOODRUM, DIRECTOR OF PUBLIC WORKS <i>MWG</i>
		ADDITIONAL DIRECTOR (S):	N/A
SUBJECT / PROCEEDING:	WAYFINDING SIGN PROJECT AUTHORIZE CONSTRUCTION CONTRACT		
EXHIBITS:	LETTER OF RECOMMENDATION EXECUTED CONTRACT		
CLEARANCES		APPROVAL	
LEGAL:	N/A	ASSISTANT CITY MANAGER:	KAREN DALY <i>KD</i>
PURCHASING:	TODD REED, CPPB, PURCHASING MANAGER <i>TR</i>	ASSISTANT CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, DIRECTOR OF BUDGET & RESEARCH <i>JB</i>	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET AND FUNDING SOURCE			
EXPENDITURE REQUIRED: \$		226,238.90	
CURRENT BUDGET: \$		250,000.00	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Authorize a contract between the City and Proworx Company for the Wayfinding Sign Project in a maximum amount of \$226,238.90.			

EXECUTIVE SUMMARY

In July 2010, the City Council gave direction to develop a Community Wayfinding Signs program, consistent with TxDOT regulations, which would provide signage and directional guidance for motorists to Sugar Land's major destinations. Kimley-Horn and Marek-Hill Design were contracted to develop the program. Initial design concepts created by the consultant team were presented to the City Council for review and comments before finalization of design.

In order to capitalize on available hotel and occupancy tax (HOT) funds, the City is using a phased implementation where the first series of signs would be displayed on TxDOT routes and would predominantly feature destinations that will promote tourism and direct hotel guests to visiting sights and attractions within the City. The second phase of signs, those displayed on City rights-of-way, will be implemented at a later date as funding is available. For each phase, the Public Works Department will manage the installation of the signs, perform maintenance and make any additional alterations to the sign program that may be necessary.

There is currently \$250,000 in HOT funds available in TR1103 to fund this project. On Thursday, November 17, 2011, nine bids were received for the Wayfinding Sign Project. The apparent low bidder was Proworx Company with a total bid of \$162,238.90. Proworx has completed numerous projects in the Houston area and has successfully completed projects for our design consultant. Upon approval to proceed, it is anticipated that construction could begin in January 2012 with high priority signs in place by March and project completion by June 2012. In addition to \$162,238.90 for Phase 1, the Public Works Department requests that \$64,000.00 be allocated for installation of higher priority signs from Phase 2 prior to end of 2012. Approximately half of the Phase 2 signs listed under Alternate bid could be installed with the allocated \$64,000.00 in HOT funds for a total contract amount of \$226,238.90.

If StarTex Power Field changes names prior to manufacturing there will be no additional cost to the City. Additionally, the signs are designed so that name changes can be facilitated at little cost to the City.

The Public Works Department recommends the City Council authorize a contract to Proworx Company for the Wayfinding Sign Project in a maximum amount of \$226,238.90 for the Wayfinding Signs Project TR1103.

EXHIBITS



Kimley-Horn
and Associates, Inc.



12012 Wickchester Lane
Suite 500
Houston, Texas
77079

November 21, 2011

Mr. David C. Worley, P.E., CFM
Assistant Director – Public Works and Engineering
111 Gillingham Lane
Sugar Land, TX 77479

Re: Sugar Land Wayfinding Sign Project – CIP No. TR 1103 – Bid Tabulation

Dear Mr. Worley:

Kimley-Horn and Associates has compiled the results of the bid tabulations based on bids that were received for the Wayfinding Sign Project (CIP No. TR 1103) on November 17, 2011. There were a total of nine bids received for this project.

The Wayfinding Sign Project was advertised by the City with Phase 1 (Base Bid) planned for construction in an accelerated manner which are primarily the signs along TxDOT roadways. The Base Bid prices ranged from the lowest bid being \$162,238.90 to the highest bid being \$364,886.28. The engineer's cost estimate for the Base Bid was \$264,290.00. The following bid proposals were received:

Proworx, Inc.	\$162,238.90
NEC Signage + Architectural Products	\$240,006.00
Starlite Sign, LP	\$246,664.00
Signs Etc. of Charlotte	\$275,886.22
Architectural Graphics, Inc.	\$282,046.00
Intex United, Inc.	\$286,890.00
National Sign Plazas, Inc.	\$309,537.50
National Signs, Ltd.	\$338,400.00
FSG	\$364,886.28

The bid from National Sign Plazas was considered unresponsive as a bid bond was not submitted. All other bids had the required documents and were considered as responsive bids. The lowest responsive bidder is Proworx, Inc., located at 12309 Hodges Street, Houston, Texas 77085.

In addition to the Base Bid the City had requested prices for Phase 2 as an Alternate Bid should funds become available to install these signs on City streets. The Alternate Bid prices ranged from \$136,282.30 to \$315,000.00. The engineer's opinion of probable cost was \$212,650.00. It appears the lowest responsive bidder for the Alternate Bid is also Proworx, Inc. Based on these bid prices, the combined cost for completing both Phase 1 and Phase 2 of this project would be approximately \$298,521.20. The actual bid tabulations are included as a separate attachment.

Subsequent to bid tabulations, calls were made to the references provided by Proworx. All references contacted provided details about the work done by Proworx. The information obtained indicates that Proworx has a history of completing similar type projects to the client's satisfaction.



Kimley-Horn
and Associates, Inc.

Mr. David C. Worley, November 21, 2011, Pg. 2

If you have any further questions or need additional information regarding these bids or the bid tabulations, please don't hesitate to contact me at 281-920-6306 or manu.isaac@kimley-horn.com, information. Thank you for the opportunity to be of service to the City of Sugar Land.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

P. Manu Isaac, P.E.
Senior Project Manager

Copy: Mr. Michael J. Wilkinson, City of Sugar Land
Mr. P. Todd Reed, City of Sugar Land

Attachment:
Bid Tabulations

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Rev. 11-2-09)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: Sugar Land Wayfinding Sign System

Contractor: Prowork

Name of Engineering Firm, if any: Kimley-Horn and Associates, Inc.

Name of Owner's Project Manager: Michael J. Wilkinson

Base Bid: \$ 162,238.20

Alternate Bid Item Nos.: 2, 3, 4

Total Alternate Bid Items Amount: \$ 64,000.00

Contract Price (Base Bid + Alternate): \$ 226,238.20 as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 180 (Specify Calendar or Working) Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$ 200 per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$ 50 per Working Day

[The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not

paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

VIII. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Prowder, Inc

Name: Manuel Vasquez

Title: owner

Date: Dec. 08, 2011